

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

REMBRANDT VISION TECHNOLOGIES §

Vs. §

CIVIL ACTION NO. 2:05-CV-491

CIBA VISION CORPORATION §

**VERDICT FORM**

QUESTION NO. 1:

Do you find by a preponderance of the evidence that the defendant directly infringes the asserted claims of the '327 patent?

Answer "Yes" or "No" for each asserted claim and each accused product.

**Focus Night and Day**

Claim 1 Yes

Claim 2 Yes

Claim 6 Yes

**O2Optix**

Claim 1 Yes

Claim 2 Yes

Claim 6 Yes

QUESTION NO. 2:

Do you find by a preponderance of the evidence that the defendant has infringed the asserted claims of the patent by supplying from the United States all or a substantial portion of the components of a patented invention and actively inducing the combination of such components outside the United States in a manner that would infringe the patent if such combination occurred within the United States?

Answer "Yes" or "No" for each asserted claim and each accused product.

**Focus Night and Day**

Claim 1	<u>Yes</u>
Claim 2	<u>Yes</u>
Claim 6	<u>Yes</u>

**O2Optix**

Claim 1	<u>Yes</u>
Claim 2	<u>Yes</u>
Claim 6	<u>Yes</u>

QUESTION NO. 3:

Do you find by a preponderance of the evidence that the defendant has infringed the asserted claims of the patent by supplying from the United States a component of its contact lenses that is especially made or adapted for use in the accused products and not a staple article or commodity of commerce suitable for substantial noninfringing use, knowing that such component is so made or adapted, with the intent that the component will be combined outside the United States in a manner that would infringe the patent if the combination occurred within the United States?

Answer "Yes" or "No" for each asserted claim and each accused product.

**Focus Night and Day**

Claim 1	<u>yes</u>
Claim 2	<u>yes</u>
Claim 6	<u>yes</u>

**O2Optix**

Claim 1	<u>yes</u>
Claim 2	<u>yes</u>
Claim 6	<u>yes</u>

If you have answered "Yes" to any portion of Question Nos. 1, 2 or 3, then answer the following Question. Otherwise, do not answer the following Question. Proceed instead to Question No. 5.

QUESTION NO. 4:

Do you find by clear and convincing evidence that such infringement was willful?

Answer "Yes" or "No."

Answer: NO

QUESTION NO. 5:

Do you find by clear and convincing evidence that the asserted claims are invalid because they are indefinite?

Answer "Yes" or "No" for each asserted claim.

Claim 1 NO

Claim 2 NO

Claim 6 NO

QUESTION NO. 6:

Do you find by clear and convincing evidence that the asserted claims are invalid because they are not enabled?

Answer "Yes" or "No" for each asserted claim.

Claim 1 NO

Claim 2 NO

Claim 6 NO

If you have answered "Yes" to any portion of Question Nos. 1, 2, or 3, then answer the following Question. Otherwise, do not answer the following Question. The jury foreperson should instead sign and date the Verdict Form and return it to the Security Officer.

QUESTION NO. 7:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate the plaintiff as a reasonable royalty for any infringement you have found?

Answer in dollars and cents, if any, for a reasonable royalty.

Answer: \$ 41,083,853.00

Signed this 6<sup>th</sup> day of February, 2008.